

REMARKS

Applicants would like to thank Examiner Backer for meeting with Applicants' representative on May 1, 2003 to discuss the Final Office Action mailed April 7, 2003. During the personal interview, Examiner Backer indicated that claims 10, 11 and 33 contained potentially allowable subject matter. In response, Applicants have re-written these claims in independent format. More specifically, claim 1 has been amended to include the limitations of claims 5 and 10. Thus, original claims 5 and 10 have been cancelled. Claim 11 has been rewritten to include the limitations of original claims 1 and 5. Claim 33 has been rewritten to include all the limitations of original claims 1, 28 and 31. It is believed that at least these claims and the claims that depend thereon are in condition for allowance.

Additional Dependent Claims

Upon further review of the Final Office Action of April 7, 2003, Applicants have rewritten additional claims in independent format because these claims are believed to be patentable over the prior art cited. In particular, claims 12, 21, 36, 43, 47-50, 91 (rewritten as claim 84), 92, 97 and 111 have all been re-written in independent format. Claims 12, 21 and 36 include the limitations of original claim 1. Claims 43, 47-50 include the limitations of original claims 1 and 5. The limitation of claims 1 and 91 have been added to claim 84. Thus, claim 91 has been cancelled. The limitations of claims 1, 84 and 92 have been added to claim 90. Thus, claim 92 has been cancelled. Claims 97 and 111 include the limitations of original claims 1 and 84. Furthermore, claims 146-154 and 157 have been cancelled in an effort to expedite prosecution. Reconsideration is therefore earnestly requested.

Minor Informalities

In addition, claims 31 and 116 has been amended to correct minor informalities. More specifically, claim 31 has been amended to include a period at the end and claim 116 has been amended to correct a typographical error. No new matter is added with this amendment.

Rejections Under 35 U.S.C. § 103

Claims 1-157 are current rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over U.S. Patent No. 6,041,312 to Bickerton *et al* in view of WO 96/08783 to Stein *et al* (referred to in the Office Action as Lee *et al*). Specifically for claims 1 and 157, the Office Action alleges that Bickerton *et al* teaches an electronic multiparty accounts receivable and payable system for use by two participants comprising *electronic data storage means* for storing accounts receivable and accounts payable information and *data entry means* for entering accounts receivable and accounts payable information reflecting debts. The Office Action admits that Bickerton *et al* fails to teach *electronic invoicing means*; *electronic invoice presentment means* and *authorization means*. For these deficiencies, the Office Action applies Stein *et al* to teach electronic invoicing and therefore bases the obviousness rejection on a proposed combination of Bickerton *et al* in view of Stein *et al*. Applicants respectfully disagree. The Office Action fails to set forth any suggestion why one of ordinary skill in the art would have been motivated to modify Bickerton *et al* in view of Stein *et al* and therefore fails to meet its burden of establishing a *prima facie* case of obviousness.

The Office Action alleges that it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Bickerton *et al*'s inventive concept to include

Stein *et al*'s teaching of electronic invoicing means, electronic invoice presentment means and authorization means because this would provide a system and method that is convenient and cost effective saving to both billers and consumers as well as providing security and reliability. Applicants respectfully disagree.

Bickerton *et al* is directed to an object oriented framework that provides a set of objects that perform account management functioning and permits a framework user to add extensions to the framework for specific processing features. As understood in the art, a framework, or an application framework, contains a variety of software components and structures for enabling a user, or a framework user, to create customized business applications. Users purchase or otherwise obtain the application framework to build additional software components and integrate these components to create customized business applications. An application framework only provides the base structure (framework) to enable a user to add and integrate additional components to create a customized application. As stated in the abstract, the classes provide the base framework upon which an account management application program is developed by the framework user. The invention of Bickerton *et al* is the framework, where customized applications may be created and customized for a specific business need. Bickerton *et al* fails to make any mention of the claimed combination of limitations.

Stein *et al* is directed to a payment system for Internet transaction. Specifically, Stein *et al*'s invention enables a first Internet user to make a payment to a second Internet user for the purchase of an information product deliverable over the Internet. Each user has a cardholder account with the payment system of Stein *et al*. When the second user sends the information product to the first user over the Internet, the second user makes a request to the payment system requesting payment from the first user. The payment system queries the first user whether to

proceed with payment to the second user. If the first user replies affirmatively, a charge to the first user is processed; however, if the first user replies negatively, the first user is not charged with the information product. Stein *et al* purports to maintain security by isolating financial and credit information of users' cardholder accounts from the payment system and by isolating account identifying information.

Contrary to the Office Action, it would not have been obvious to combine Stein *et al*'s teachings of a payment system for Internet transactions between a first Internet user and a second Internet user with the object oriented application framework of Bickerton *et al*. More specifically, Stein *et al* fails to show or teach *electronic invoicing means* for constructing an electronic invoice *reflecting amounts owed to the creditor participant by the debtor participant* on one or more underlying contracts; *electronic invoice presentment means* for *presenting the electronic invoice reflecting amounts owed to the creditor participant by the debtor participant for acceptance or rejection*; and *authorization means* for allowing the debtor participant to *authorize the electronic invoice*, whereby *the authorization signifies the debt reflected in the electronic invoice has become a payment obligation due on a date certain.* Stein *et al* is directed to a payment system for Internet transactions and clearly fails to disclose, teach or suggest the limitations specific to the electronic multiparty accounts receivable and accounts payable system of Applicants.

Bickerton *et al* provides an application framework for use by framework users to create customized applications, which is completely unrelated to any system of Stein *et al*. The invention of Bickerton *et al* is an application development methodology and does not disclose the financial services provided by the combination of limitations set forth by Applicants. There is clearly no suggestion or motivation, either in the references or in the knowledge generally

available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. More specifically, there is no motivation or any reason to modify the object oriented framework of Bickerton *et al* to support the payment system for Internet transactions of Stein *et al*.

The alleged combination of Bickerton *et al* in view of Stein *et al* fails to disclose, teach or suggest the claimed combinations. According to at least one embodiment of the present invention, the combination of electronic data storage means, data entry means, electronic invoicing means, electronic invoice presentment means and authorization means as claimed by Applicants enables a creditor participant and a debtor participant to collaborate and reconcile current debts, which is not disclosed or even contemplated by any of the references cited in the Office Action.

Amended independent claim 155 recites “wherein the creditor participant and the debtor participant collaborate together for reconciliation concerning the debt obligation associated with the creditor participant and the debtor participant.” Bickerton *et al* and Stein *et al* both fail to disclose, teach or suggest the collaboration functionality claimed by Applicants. As discussed in detail above, Bickerton *et al* is directed to an object oriented framework that is completely unrelated to the claimed invention and fails to disclose the combination of claim limitations. Further, Stein *et al*’s Internet payment system fails to teach this collaborative feature. This positively recited limitation has not been addressed by the Office Action. In fact, the Office Action is completely silent as to any disclosure or teaching directed to this limitation.

Claims Rewritten in Independent Format

As mentioned above, claims 12, 21, 36, 43, 47, 48, 49, 50, 91, 92, 97 and 111 have all been re-written in independent format. As these claims inherently contain the limitations of original claim 1, both Bickerton *et al* and Stein *et al* fail to disclose, teach or suggest the limitations of claim 1 and further fail to disclose, teach or suggest additional limitations, as discussed below.

For claim 12, Bickerton *et al* and Stein *et al* both further fail to disclose electronic rejection means for allowing the debtor participant and recipient of the electronic invoice presented by the creditor participant to construct an electronic response document for presentment to the creditor participant setting forth the basis of rejection of the electronic invoice; and electronic rejection presentment means for presenting the electronic response document created by the debtor participant to the creditor participant.

For claim 21, Bickerton *et al* and Stein *et al* both further fail to disclose amended electronic invoice creation means for allowing the creditor participant to construct an amended electronic invoice reflecting amendments to an electronic invoice previously presented by the creditor participant to the debtor participant; and amended electronic invoice presentment means for presenting the amended electronic invoice constructed by the creditor participant to the debtor participant.

For claim 36, Bickerton *et al* and Stein *et al* both further fail to disclose financial information viewing means for allowing each system participant to designate financial information stored in the electronic data storage means as available for review by selected third parties.

For claim 43, Bickerton *et al* and Stein *et al* both further fail to disclose independent payment obligation sale authorization means for allowing the debtor participant to agree to allow the creditor participant to sell to third parties the independent payment obligation created by confirmation of an electronic invoice or credit note.

For claim 47, Bickerton *et al* and Stein *et al* both further fail to disclose electronic transferable record designation means for designating as an electronic transferable record confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

For claim 48, Bickerton *et al* and Stein *et al* both further fail to disclose electronic bill of exchange designation means for designating as an electronic bill of exchange confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

For claim 49, Bickerton *et al* and Stein *et al* both further fail to disclose electronic draft designation means for designating as an electronic draft confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

For claim 50, Bickerton *et al* and Stein *et al* both further fail to disclose electronic promissory note designation means for designating as electronic promissory notes confirmed electronic invoices constituting independent payment obligations of the debtor participant to the creditor participant.

For claim 84 which includes the limitations of original **claim 91**, Bickerton *et al* and Stein *et al* both further fail to disclose settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; trust account

payment receipt verification means for verifying that payment has been received from the debtor participant and credited to a trust account at an agent bank; and trust account payment receipt presentment means for presenting the electronic trust account payment receipt information.

For claim 90 which includes the limitations of original **claim 92**, Bickerton *et al* and Stein *et al* both further fail to disclose settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; and debtor participant payment remittance verification means for verifying that a payment for the amount due has been issued from the account of the debtor participant at the debtor participant's bank to either the trust account at an agent bank or account of the creditor at the creditor's bank; debtor participant payment remittance presentment means for presenting the electronic debtor participant payment remittance verification information; and trust account payment receipt update means for updating the information stored on the electronic data storage means with the trust account payment receipt information concerning the payment made by the debtor participant into a trust account of an agent bank.

For claim 97, Bickerton *et al* and Stein *et al* both further fail to disclose settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; and automatic debtor participant payment instruction creation means for automatically creating and submitting a payment instruction to the bank of the debtor participant to issue a payment for the amount due from the account of the debtor participant into a trust account at an agent bank.

For claim 111, Bickerton *et al* and Stein *et al* both further fail to disclose settlement determination means for determining payments a debtor participant must make on accounts payable reflected in authorized or confirmed electronic invoices in respect of a specified payment date and a specified currency; wherein a debtor participant holds an electronic promissory note and a creditor participant has agreed to accept the electronic promissory note for settlement of debts of the debtor participant, the electronic multiparty accounts receivable and accounts payable system further comprising: debtor electronic promissory note settlement means for allowing the debtor participant to use the electronic promissory note in satisfaction of the payment obligations owed to the creditor participant.

As for the remaining dependent claims 2-4, 6-9, 11-90, 93-145 and 155-156, the Office Action provides a cursory rejection of all the limitations of these dependent claims and fails to set forth a basis for rejection of each dependent claim. The Examiner is required to provide a basis for each and every claim limitation, as recognized in MPEP §§ 706.02(j) and 2143.03, and has failed to do so here. Nevertheless, Applicants maintain that none of the references cited provide any disclosure, motivation or suggestion related to the limitations of claims 2-4, 6-9, 11-90 and 93-145. As the combination of Bickerton *et al* and Stein *et al* fail to disclose, teach or suggest the claimed combination of limitations of independent claims 1 and 155, dependent claims 2-4, 6-9, 11-90, 93-145 and 156 are similarly not taught or suggested by the references cited in the Office Action.

More specifically, claims 2-4, 6-9, 28-32, 34, 35, 68-83 and 122-145 are allowable because these claims include all the limitations of independent **claim 1**, which has been amended to include the limitations of claims 5 and 10. In addition, claims 13-20 are allowable because these claims include all the limitations of independent **claim 12**. Claims 22-27 are allowable

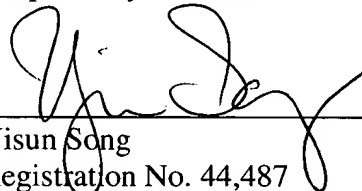
because these claims include all the limitations of independent **claim 21**. Claims 37-42 are allowable because these claims include all the limitations of independent **claim 36**. Claims 44-46 are allowable because these claims include all the limitations of independent **claim 43**. Claims 51-67 are allowable because these claims include all the limitations of independent **claim 50**. Claims 85-89, 105-110, 119-121 are allowable because these claims include all the limitations of independent **claim 84**, which includes the limitations of claims 1 and **91**. Claims 93-96 are allowable because these claims include all the limitations of independent **claim 90**, which includes the limitations of claims 1, 84 and 92. Claims 98-104 are allowable because these claims include all the limitations of independent **claim 97**. Claims 112-118 are allowable because these claims include all the limitations of independent **claim 111**.

CONCLUSION

It is respectfully submitted that this application is in condition for allowance and such disposition is earnestly solicited. If the Examiner believes that prosecution and allowance of the application will be expedited through an interview, whether personal or telephonic, the Examiner is invited to telephone the undersigned with any suggestions leading to the favorable disposition of the application.

It is believed that no fees are due for filing this Response. However, the Director is hereby authorized to treat any current or future reply, requiring a petition for an extension of time for its timely submission as incorporating a petition for extension of time for the appropriate length of time. Applicants also authorize the Director to charge all required fees, fees under 37 C.F.R. §1.17, or all required extension of time fees, to the undersigned's Deposit Account No. 50-0206.

Respectfully submitted,



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